

C.) Amendments to the Drawings

Drawing Sheet 1 has been amended as follows:

Figure 1: The network cloud is identified by the addition of the reference numeral 12, consistent with the specification as filed.

The "User System" label of element 14 is amended to read "Client System", consistent with the specification as filed.

Attached is: (1) a replacement Drawing Sheet 1; and (2) a copy with the changes highlighted for the convenience of the Examiner.

D.) Remarks

Objections:

Drawing Figure 1 has been amended to provide the missing reference numeral "12" with respect to the network cloud depicted in the figure. That this drawing element corresponds to the "network 12" recited in the specification is unquestionably self-evident. The amendment to correct the clerical omission therefore does not introduce any new matter.

Drawing Figure 1 has been further amended to replace the textual label "User System" with the label "Client System" in conformance with the specification's use of the term "client system 14." Since the reference numeral in the drawing figure was correct, and indeed is the controlling reference element, the amendment of the textual label does not introduce any new matter.

Applicants respectfully request withdrawal of the objections directed to the Drawings.

Rejections under 35 U.S.C. §102:

The currently pending claims, Claims 8 and 12, stand rejected under 35 U.S.C. §102(e) as anticipated by Markus (US Patent 6,490,601).

In order to clarify the actual basis for rejection as presented in the outstanding Action, an Examiner Interview was conducted on July 5, 2005 with Examiner Schubert. Applicants' Attorney appreciates the Examiner's time in reviewing the Action and discussing the application of the cited art.

Specifically, Markus reference was discussed as teaching the delivery of a "shippable code package" to client computer system each time a Web-form is to be automatically completed (col 6, l. 63 – col 7, l. 10). Although the reference then states that "[t]he user does not need to download any software from privacy bank or any other resource," (col 7, ll. 13 - 15), the reference plainly and at length describes the dynamic generation of partner site targeted JavaScript programs that are incorporated into each "shippable code package" as a fundamental prerequisite for use. Markus unquestionably requires the embedded JavaScript program to be delivered to and executed on the client computer system to enable completion of a Web-form (e.g., "the information sent to user computer 302 is a JavaScript program 324 referred to as a 'profile.'" (col 8, ll. 22 - 24).

Conversely, independent Claim 8 describes a server system that implements a central repository server capable of supporting the automatic completion of Web-forms without requiring the execution of any additional client-based program code. That is, the claimed system does not require client-side execution of code delivered as an embedded component

of the user information provided by the repository server to a client system. Instead, the user information, as presently claimed, is provided from the repository server as just confidential user-information immediately usable by the client Web-browser to populate specific fields of the Web-form currently displayed by the Web-browser.

As discussed in the interview, Applicants' position is that confidential user-information, as retrieved in response to the delivery of partner datum identifications, from a partner site, does not encompass the delivery or client-side execution of delivered code when those terms are properly construed. A person of ordinary skill in the art would not reasonably read confidential user-information or partner datum identifications as incorporating executable code.

The Examiner indicated that the basis for the current claim rejections was premised on the possibility that confidential user-information or partner datum identifications could encompass code. The Examiner indicated that a suitable amendment to the claims to exclude the possible delivery and execution of client-side code would likely overcome the rejection.

To address the Examiner's concern, Applicants' Attorney has amended Claim 8 to specify, "wherein said partner datum identifications and corresponding datums of confidential user-information are exclusive of executable code required to be executed on said client computer system." The partner datum identifications and confidential user-information are the data elements delivered to the client system according to the claim. This amendment clarifies that confidential user-information and partner datum identifications do not encompass client-side executable code.

An amendment to Claim 12 has been made to conform the language of the claim as required for 35 U.S.C. §112 compliance in light of the amendments to Claim 8.

Markus does not teach or suggest any possible way of performing Web-form completion without client-side execution of code provided as an embedded component of the "shippable code package" delivered to a client computer system. Consequently, Applicants respectfully assert that the present claims are patentable over Markus. Reconsideration of the rejection of Claims 8 and 12 is requested.

Conclusion:

In view of the above Amendments and Remarks, Applicants respectfully assert that Claims 8 and 12 are now properly in condition for allowance. The Examiner is respectfully requested to take action consistent therewith and pass this application on to issuance. The

Examiner is respectfully requested to contact the Applicants' Attorney, at the telephone number provided below, in regard to any matter that the Examiner may identify that might be resolved through a teleconference with the Examiner.

Respectfully submitted,

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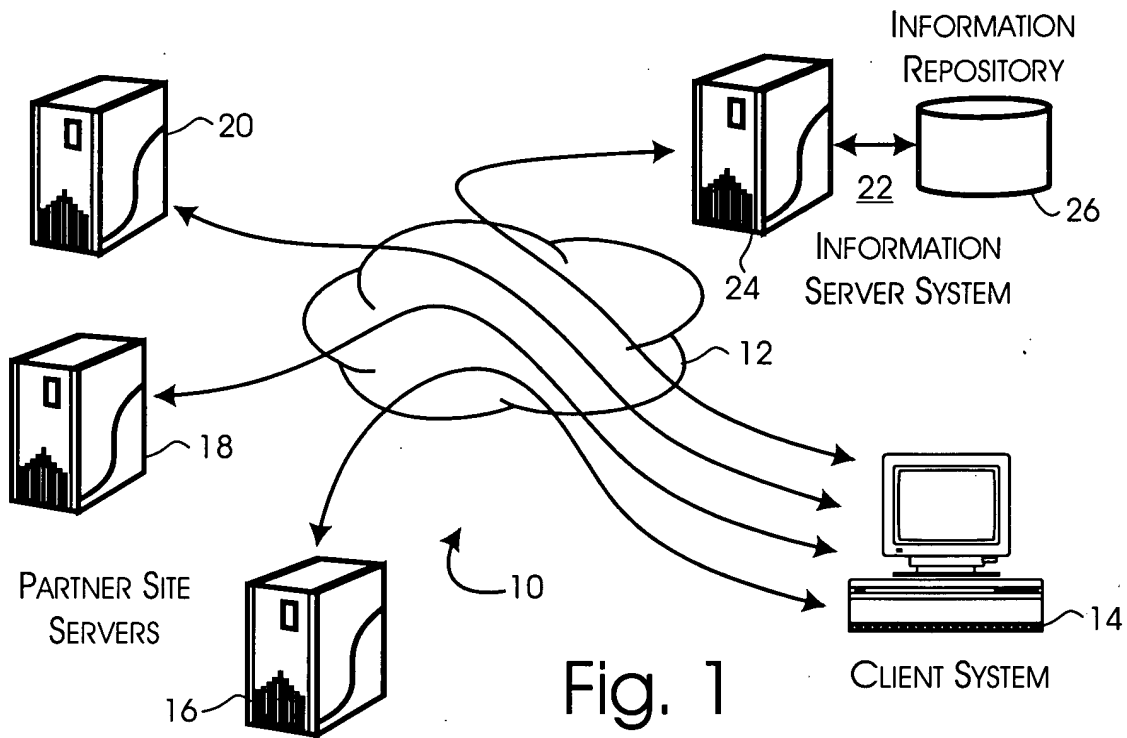


Fig. 1

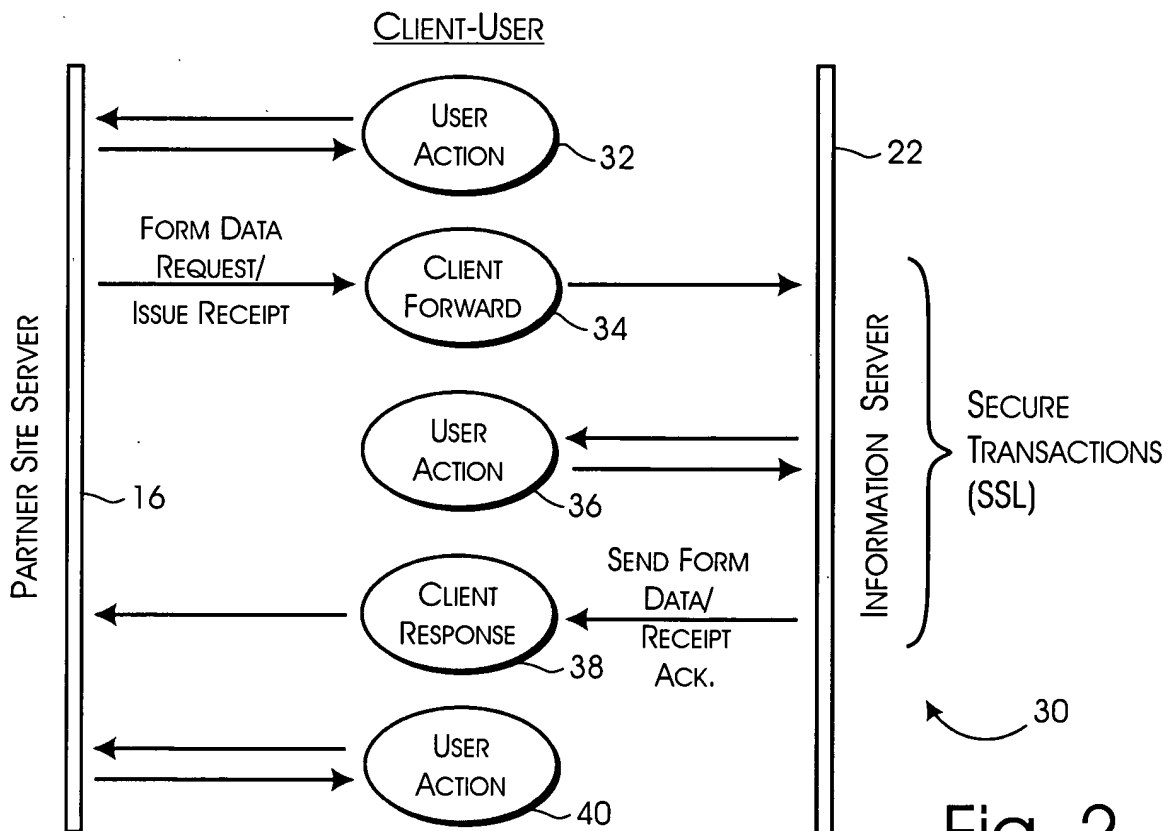


Fig. 2A